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TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

RECORDATION NO. 9685 Filed & Recorded

SEP 7 1978 10 22 AM

INTERSTATE COMMERCE COMMISSION

TERRY A. PRUDEN
Vice President

RECORDATION NO. 9685 Filed & Recorded

SEP 7 1978 10 22 AM

INTERSTATE COMMERCE COMMISSION RECORDATION NO. 9685 Filed & Recorded

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

SEP 7 1978 10 22 AM

INTERSTATE COMMERCE COMMISSION

Date SEP 7 1978

Fee \$ 240

CC Washington, D.C.

Gentlemen:

In accordance with the provisions of Section 20c of the Interstate Commerce Act and Section 1116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation a Security Agreement, and a Bill of Sale of the railroad tank cars used or intended for use in connection with interstate commerce as follows:

1. Three (3) executed counterparts of a Security Agreement dated July 26, 1978, and a Supplement to Security Agreement dated August 21, 1978, by and between Texas Commerce Bank National Association and Douglass Equipment Leasing Company; and
2. Three (3) executed counterparts of Bills of Sale dated June 15, 1978, and June 26, 1978, and August 29, 1978, between Richmond Tank Car Company and Douglass Equipment Leasing Company.

Also enclosed is a check in the amount of \$240.00 [\$50 for Security Agreement and \$10 apiece for each additional document filed] for payment of the recordation fee.

The address of the mortgagor, Douglass Equipment Leasing Company, is P. O. Box 13197, Houston, Texas 77019, and the address of the mortgagee, Texas Commerce Bank National Association, is 712 Main Street, Houston, Texas 77002.

Please return an original counterpart of each of the enclosed instruments, with filing data noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Very truly yours,

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By Terry A. Pruden
Terry A. Pruden, Vice President



RECORDATION NO. 9685-A Filed & Recorded

SEP 7 1978 10 22 AM

MINISTRE COMMERCIAL COMMISSION

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT dated as of August 21, 1978, to the Security Agreement (hereinafter the "Security Agreement") dated as of July 26, 1978, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Secured Party"), and DOUGLASS EQUIPMENT LEASING COMPANY, a general partnership organized and existing under the laws of the State of Texas (hereinafter called the "Debtor"):

W I T N E S S E T H:

WHEREAS, Section II of the Security Agreement includes as Equipment subject to the provisions of the Security Agreement the railroad tank cars described therein;

WHEREAS, pursuant to the terms of the Security Agreement the Debtor has granted to the Secured Party a security interest in the Equipment listed in said Section II;

WHEREAS, the parties desire to supplement the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. The Security Agreement is hereby supplemented to identify by Registration Number eight railroad tank cars included in the Equipment as described in Section II of the Security Agreement, such cars bearing the following Registration Numbers: RTMX 12374, 12375, 12594, 12595, 12596, 12597, 12598 and 12599. Such cars, as Equipment, are subject to all the terms and conditions of the Security Agreement as applicable to Equipment, including the security interest created under Section I thereof.

2. The Security Agreement, as hereby supplemented, remains in full force and effect mutatis mutandis.

3. The Security Agreement, as hereby supplemented, is in all respects ratified and confirmed, and

all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this Supplement have the same meaning herein as in the Security Agreement.

5. The terms "Security Agreement" and "Agreement" as used in the Security Agreement shall be construed to mean the Security Agreement as supplemented by this Supplement.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers and representatives thereunto duly authorized, effective as of the date first written above.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By

Terry A Pruden
Vice Pres.

~~[Seal]~~

DOUGLASS EQUIPMENT LEASING COMPANY

By

Sam P. Douglass
Managing Partner

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 1st day of Sept, 1978, before me personally appeared Termy A. Roudine to me personally known who being by me duly sworn says that he is a V.P. of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of Sept., 1978.

My commission expires:
April 12, 1980

Sally Vater
Notary Public in and for
Harris County, Texas

SALLY VATER
Notary Public in and for Harris County, Texas
My Commission Expires April 12, 1980

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared SAM P. DOUGLASS, Managing Partner of Douglass Equipment Leasing Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Douglass Equipment Leasing Company, a general partnership, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of August, 1978.

My commission expires:
4/28/79

Judith B. Taylor
Notary Public in and for
Harris County, Texas